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September 6, 1994

KANSAS CITY, MISSOURI
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OLATHE, KANSAS

Ms. Pauletta France-Isetts
EPA Project Coordinator
United States Environmental
Protection Agency
Region VII
726 Minnesota Avenue
Kansas City, KS 66101

Sho:	MEW
ID#:	100397-12
Break:	114
Other:	96

RE: United States, et al. v. Union Electric, et al.

Dear Pauletta:

As required by Paragraph 43 of the Consent Decree in the above-referenced case, I am providing, on behalf of the Settling Defendants, a copy of the fully executed Missouri Electric Works, Inc. Site Trust Agreement.

Please let me know if you have any questions.

Best regards.

Sincerely yours,

Norella V. Huggins

Norella V. Huggins

NVH:drj
Enclosure

cc: George M. von Stamwitz
Tom Siedhoff



S00149671
SUPERFUND RECORDS

MEW Site File
Break11_02629

100397

258390T

MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

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- A: List of Donors
- B: List of De Minimis Settling Defendants
- C: List of Settling Federal Agencies
- D: Cost Allocation Formula
- E: List of Donors comprising the Executive Committee
- F: Schedule of Trustee's Compensation

MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

This Agreement, made and entered into as of the 21st day of August, 1992, is by and among the parties listed on Exhibit A hereto (the "Donors") and Mercantile Bank of St. Louis, N.A. (the "Trustee").

WHEREAS, the United States and the State of Missouri filed Complaints against the Settling Defendants (comprising the "Donors" hereunder), the Soil De Minimis Settling Defendants, and the Soil and Groundwater De Minimis Settling Defendants (all three groups of defendants to be known collectively as the "Defendants") in United States District Court for the Eastern District of Missouri, alleging causes of action under federal and state law, respectively, arising out of transactions between the respective Defendants and Missouri Electric Works, Inc. ("MEW") located in Cape Girardeau, Missouri, which resulted in the soil and groundwater at and near MEW (the "Site") becoming contaminated with hazardous substances; and,

WHEREAS, the Defendants have entered into a Consent Decree with the United States, including the Settling Federal Agencies, and the State of Missouri to settle certain of the allegations in the Complaints, which Consent Decree has been entered by the United States District Court for the Eastern District of Missouri; and,

WHEREAS, the Consent Decree provides for (1) remedial design/remedial action in connection with the Site to treat contaminated surface and subsurface soils, and (2) design investigation of groundwater contamination at the Site, which remedial design work and remedial action and groundwater design investigation activities, along with all the other activities the Donors are required to perform under the Consent Decree (excluding activities required by

Section XXVIII (Retention of Records) of the Consent Decree), are referred to hereinafter as the "Work"; and,

WHEREAS, the Defendants desire to establish a trust to facilitate the receipt and expenditure of funds in connection with the Work; and,

WHEREAS, pursuant to the Consent Decree, within thirty (30) days after entry of the Consent Decree, each Soil De Minimis Settling Defendant and Soil and Groundwater De Minimis Settling Defendant is required to deliver to the Trustee the funds described in Exhibit B hereto; and,

WHEREAS, pursuant to the Consent Decree, within a reasonable period of time after entry of the Consent Decree, the United States, on behalf of the Settling Federal Agencies, is required to deliver to the Trustee the funds described in Exhibit C hereto; and,

WHEREAS, the Donors anticipate that the Hazardous Substance Superfund ("Superfund") will reimburse certain costs of the design and construction of the Remedial Action and the design investigation of the groundwater as are approved for reimbursement from the Superfund according to the schedule set forth in the Preauthorization Decision Document, attached to the Consent Decree as Appendix D; and,

WHEREAS, the Donors anticipate contributing funds from time to time to the trust fund established hereunder in order to effectuate the purposes of the Consent Decree; and,

WHEREAS, the Donors anticipate undertaking mutually beneficial activities in addition to the Work, including prosecuting and defending cost recovery and contribution lawsuits and other litigation and paying stipulated penalties pursuant to the Consent Decree (collectively, the

"Activities"), and wish to fund such Activities through the trust fund by means of contributions by Donors to the trust fund and payments received from settlements and judgments in such litigation; and

WHEREAS, the Donors desire that all such funds together constitute a separate and distinct trust fund, to be held and administered by the Trustee for the purposes hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I

NAME, PURPOSE AND ACCEPTANCE OF TRUST

1.01 Name of Trust. The funds received by the Trustee from the Defendants, the United States on behalf of the Settling Federal Agencies, the Superfund, and any other source, together with the interest and income thereon, shall be known as the MEW Site Trust Fund (the "Trust Fund").

1.02 Trust Fund Purposes. The purposes of the Trust Fund are to: (a) Enable the Defendants and Settling Federal Agencies to fulfill their obligations under the Consent Decree; and (b) enable the Donors to undertake the Activities. All such costs and expenses, as well as the costs of administering the Trust Fund, are to be paid in accordance with this Agreement. Pursuant to Sections 5.04, 6.04, and 7.01, the Trustee shall account for the receipts and

payments in connection with the Activities separately, by Donor, from all other receipts and payments, although the Trustee may commingle such funds while holding and investing them.

1.03 Acceptance of Trust. The Trustee hereby accepts the trust, duties, obligations, and requirements specifically imposed on it by this Agreement and agrees to carry out and perform, punctually, such duties, obligations, and requirements for the benefit and on behalf of the Donors as set forth in this Agreement. No implied duties, obligations, or requirements will be read into this Agreement against the Trustee.

1.04 Effective Date. This Agreement shall be effective on the effective date of the Consent Decree. At such time, each Settling Defendant under the Consent Decree who has submitted a signature page to this Agreement and has signed the Consent Decree shall be deemed to be a Donor under this Agreement and shall be fully bound by its terms.

ARTICLE II

THE TRUST FUND

2.01 Trust Fund and Donors' Obligations. The Trust Fund shall consist of the monies (a) paid by the Defendants, (b) paid by the United States on behalf of the Settling Federal Agencies, (c) received in reimbursement from the Superfund pursuant to the Consent Decree, (d) received from any other source, and (e) all interest and income earned on such monies. All payments that the Donors are required to make shall be made in such proportionate installments and at such times as the Trustee shall direct as provided in Section 2.02. Pursuant to Section

7.03, the Donors retain an obligation to insure that the Trust Fund has sufficient assets to assure the uninterrupted progress and timely completion of the Work pursuant to the Consent Decree.

The Trustee shall be governed by the terms of this Agreement in receiving and directing payments.

2.02 Additions to Trust Fund. Within thirty (30) days of the effective date of this Agreement, Donors shall pay into the Trust Fund funds that, together with funds paid into the Trust Fund by the Soil De Minimis Settling Defendants and Soil and Groundwater De Minimis Settling Defendants and any funds paid by the United States on behalf of the Settling Federal Agencies, are sufficient to pay for Donors' obligations for the first ninety (90) days after the effective date.

The Trustee shall make demands in writing upon the Donors for additional contributions to the Trust Fund in amounts determined from the cash flow projections prepared pursuant to Section 7.02 below to satisfy the two purposes of this Trust as set forth in Section 1.02. If a demand is made to satisfy both purposes of this Trust, such demand shall specify separately the amount needed to satisfy each purpose. When such calls for additional payments are made, each Donor's additional contribution shall be in the same proportion as its RU bears to the RU held collectively by all the non-defaulting Donors. A defaulting Donor is one who fails to make proper payment pursuant to this Agreement. "RU" means the responsibility units allocated to each Donor pursuant to the Cost Allocation Formula, which is attached to this Agreement as Exhibit D. The RU allocated to each Donor appears in Exhibit A hereto. The Donors may revise the RU allocated to the Donors from time to time, as they may mutually agree.

The Donors agree by their execution of this Agreement to satisfy all such future calls upon them for contribution to the Trust Fund within forty-five (45) days of receipt of such written demand. In the event that any Donor fails to make such additional payment or contribution required by this Agreement, the other Donors shall each pay an additional amount to satisfy the defaulting Donor's payment, in the same proportions as their respective RU bears to the RU held by the non-defaulting Donors.

In addition to the Trustee, a majority of the Donors shall have the right to enforce this Agreement against any Donor who fails to make payments or contributions required by this Agreement, and to pursue any other applicable remedies against such Donor. Default may be cured by the payment or contribution by the defaulting Donor of all amounts assessed against it hereunder and then due, together with interest as provided in Section 2.03. Non-defaulting Donors shall have contribution rights, including the right to reasonable attorneys' fees, against defaulting Donors.

2.03 Interest Obligations of Donors. Pursuant to Section 1.02, payments and contributions to the Trust Fund are due no later than forty-five (45) days after receipt of written demand from the Trustee. No interest shall accrue during such forty-five (45) day period. Beginning on the first day after the due date, interest shall accrue at the prime rate, as determined by the Trustee, plus five percent (5%), but not to exceed the maximum allowed by law.

ARTICLE III

EXECUTIVE COMMITTEE AND PROJECT TEAM

3.01 Executive Committee. In recognition of the complexity of the Work and the professional expertise required to supervise and coordinate the Work, the Executive Committee (the "Committee") shall represent the Donors in the day-to-day transactions regarding the Work. The Committee shall be comprised of one representative from each of the Donors listed in Exhibit E hereto.

3.02 Rules of the Committee. The Committee shall determine the rules by which it shall perform its duties under this Agreement. The Committee may permit voting by proxy, meetings by telephone, and such other procedures as the Committee members shall decide in their discretion are appropriate. In all matters, the decision of a majority of the Committee members voting on an issue shall control.

3.03 Authority of the Committee. The Donors hereby authorize, and the Trustee hereby delegates the power and duty to, the Committee to take all such action as the Committee deems necessary or appropriate for the supervision and coordination of the Work and the initiation, supervision, and disposition of any Activities. The Committee shall report to the Donors in writing from time to time such of its decisions, actions, and recommendations so as to keep the Donors reasonably informed of all relevant matters.

3.04 Project Team. The Committee shall be authorized to designate and employ such persons as the Committee, in its discretion, deems necessary or appropriate to effectuate the purposes of the Consent Decree, including without limitation, contractors, a technical

subcommittee of the Committee, engineers, technicians, clerks, agents, accountants, and counsel (such personnel being hereinafter collectively referred to as the "Project Team"). The responsibilities of the Project Team shall include, without limitation: (a) Monitoring, coordinating and implementing the Work; (b) certifying or verifying, as appropriate, the satisfactory progress of the Work; (c) certifying or verifying, as appropriate, the proper completion of the activities for which payment is sought pursuant to Section 5.02 hereof; (d) preparing invitations for bids or requests for proposals; (e) advising on selection of contractors and subcontractors, on management of change orders, and on settlement of protests, claims disputes and other related procurement matters so as to assure that the Work is performed in accordance with the Consent Decree; (f) preparing financial reports that include cash flow projections pursuant to Section 7.02(b) and such other reports and plans as may be required by the Consent Decree; (g) coordinating communication regarding the progress of the Work among the parties hereto and, where necessary or required by the Consent Decree, the United States and the State; and, (h) overseeing the performance of the daily activities during the Work. The Committee shall have the absolute right to dismiss any personnel of the Project Team for any reason, with or without cause.

ARTICLE IV

RETENTION OF PROFESSIONAL AND OTHER SERVICES

4.01 Accountants. The Trustee may, with the concurrence of the Committee, employ an independent certified public accounting firm to perform auditing and accounting services for

the Trust Fund (the "Accountants"). Such services may include, without limitation: (a) Maintaining the books of records and accounts and preparing the reports pursuant to Article VII hereof; (b) auditing invoices submitted pursuant to Sections 5.02 and 5.03 hereof, and claims submitted by or to the United States; and, (c) advising the Trustee as to the payment of the audited invoices and claims.

4.02 Contractors. The Trustee shall, with the concurrence of the Committee, enter into contracts on behalf of the Donors with such persons (the "Contractors") selected by the Committee in accordance with the procedures specified in the Consent Decree to undertake and complete the Work.

4.03 Retention and Removal of Other Professional and Employee Services. The Trustee may, with the concurrence of the Committee: (a) Employ such attorneys, accountants, custodians, engineers, contractors, clerks, investment counsel, and agents or employees (including any firm or entity in which it may have an interest) as it deems necessary or appropriate to implement the purposes of this Agreement; and, (b) make such payments therefor as it shall deem reasonable.

ARTICLE V

PAYMENTS OF TRUST FUND

5.01 Payments Pursuant to Consent Decree. In the event that the Donors should become liable for the payment of penalties or other costs related to or in consequence of the Consent

Decree, the Trustee shall make such payments only upon the receipt of written direction from the Committee.

5.02 Payment of Costs of the Work. The Contractors and Project Team shall submit invoices to the Trustee for the fees and expenses of performing the Work and implementing the other purposes of this Agreement. After the audit in accordance with Section 4.01 hereof (if required to be performed), and verification or certification in accordance with Section 3.04 hereof, of such invoices and after receiving written approval from the Committee or its designee, the Trustee shall pay the amount of such invoices to the Contractors or Project Team.

5.03 Payment of Costs of the Activities. Attorneys, expert witnesses, and other persons retained by the Committee to assist the Committee in connection with the Activities shall submit invoices to the Trustee for their fees and expenses incurred in providing such assistance. After the audit in accordance with Section 4.01 hereof (if required to be performed), and verification or certification in accordance with Section 3.04 hereof, of such invoices and after receiving written approval from the Committee or its designee, the Trustee shall pay the amount of such invoices to such persons.

5.04 Payment of Funds Recovered from Certain Parties. Funds recovered from certain parties who did not participate in the Consent Decree shall be paid out to certain Defendants as provided in Appendix J to the Consent Decree (Description of how Money Recovered from Certain Parties will be Shared among the Settling Defendants and the Soil De Minimis Settling Defendants). Except as expressly provided in this Section and such Appendix J, no party except

a Donor shall have any beneficial interest in this Trust, its income, or corpus, and shall have no reversionary interest of any sort in this Trust.

ARTICLE VI

TRUSTEE'S POWERS

The Trustee shall have, in addition to those powers specified elsewhere herein and the general powers of the office, the following powers with respect to the Trust Fund, which powers shall be exercised in a fiduciary capacity, in the best interests of the Trust Fund and the beneficiaries thereof, and in the sole discretion of the Trustee unless otherwise specified:

6.01 Payment of Expenses of Administration. To incur and pay reasonable charges, taxes, and expenses upon or connected with this Trust or the Trust Fund in the discharge of its fiduciary obligations under this Agreement.

6.02 Receipt and Payment of Funds. To accept funds paid by the Defendants, the United States on behalf of the Settling Federal Agencies, the Superfund, or any other entity; and, to disperse any monies so collected in accordance with the terms of this Agreement.

6.03 Retention of Property. To obtain, hold, and retain all or any part of the Trust Fund in the form in which the same may be at the time of the receipt by the Trustee, as long as it shall deem advisable.

6.04 Preservation of Principal. Notwithstanding any other provision in this Agreement, to at all times hold, manage, and invest the assets of this Trust in a manner designed to preserve the principal and maximize the income of the Trust Fund for the purposes of this Trust. Subject

to Section 7.01, the Trustee may commingle any or all of the funds it receives for the different purposes of this Trust Fund while it holds and invests such funds.

6.05 Investment of Trust Fund. To invest and reinvest all or any part of the Trust Fund (including any undistributed income therefrom), at the direction and in accordance with the written instructions of the Committee, which direction and instructions shall be limited to investments in direct obligations of the United States, obligations guaranteed by agencies of the United States government, common trust funds or mutual funds which invest solely in United States direct or guaranteed obligations, bank accounts and certificates of deposit to the extent such are insured by the federal government, at least "A" rated municipal bonds, and common trust funds or money market funds investing in short term insured or at least "A" rated municipal bonds.

In all cases, however, the total investments must be sufficiently liquid to enable the Trust to fulfill the purposes of the Trust and to satisfy obligations as they become due. Nothing in this Agreement shall be construed as authorizing the Trustee to carry on any business or to divide the gains therefrom. The sole purpose of this Section 6.05 is to authorize the investment of the Trust Fund or any part thereof as may be reasonably prudent, so long as Donors' payment obligations are met.

The Trustee shall keep all property and assets belonging to the Trust Fund in the United States.

6.06 Extension of Obligations and Negotiation of Claims. To renew or extend the time of payment of any obligation, secured or unsecured, payable to or by the Trust Fund, for as long

a period of periods of time and on such terms as the Trustee shall determine; and to adjust, settle, compromise, and arbitrate claims or demands in favor of or against the Trust Fund, including claims for taxes, upon such terms as it deems advisable and upon attaining written approval of or direction from a majority of the Donors.

6.07 Authority to Represent Donors. Upon attaining written approval of or direction from a majority of the Donors, to represent the Donors with regard to any matter concerning this Trust or its purpose before any federal, state or local agency or authority which has authority or attempts to exercise authority over the Work or over any matter which concerns the Consent Decree or this Agreement. This authority may be delegated in writing by the Trustee to the Committee. All costs incurred by the Trustee pursuant to this Section 6.07, including but not limited to attorneys' fees, shall be paid by the Donors in accordance with this Agreement.

6.08 Institution of Litigation.

(a) To institute litigation in the name of the Trust against any party on behalf of or in the name of all non-defaulting Donors, upon obtaining written approval of or direction from a majority of the non-defaulting Donors, including but not limited to litigation against parties (i) who are not participating in the Consent Decree or (ii) that agree to participate as Donors hereunder but fail to make payments in accordance with Section 2.01 hereof, fail to make additional payments as provided in Section 2.02 hereof, or fail to make payments for fines or penalties or other costs in accordance with Section 5.01 hereof.

(b) All costs incurred by the Trustee pursuant to this Section 6.08, including but not limited to attorneys' fees, shall be paid by the Donors in accordance with this Agreement.

6.09 Delegation of Ministerial Powers. With the written approval of the Committee, to delegate to the Committee or other persons such ministerial powers and duties as the Trustee may deem necessary or appropriate.

6.10 Powers of Trustee to Continue Until Final Distribution. To exercise any of such powers after the date on which the principal and income of the Trust Fund shall have become distributable and until such time as the entire principal of, and income from, the Trust Fund shall have been actually distributed by the Trustee. It is intended that the distribution of the Trust Fund will occur as soon as possible upon termination of the Trust in accordance with Section 11.02.

6.11 Submission of Claims to the United States. Upon written request of the Committee and in accordance with the claims procedure set forth in Section XVI (Claims Against the Fund) of, and the Preauthorization Decision Document attached as Appendix D to, the Consent Decree, to prepare, or assist others in preparing, one or more claims to the Superfund for reimbursement of certain costs.

6.12 Discretion in Exercise of Powers. To do any and all other acts which it shall deem proper to effectuate the powers specifically conferred upon it by this Agreement.

ARTICLE VII
ACCOUNTS, RECORDS, REPORTS,
AND PAYMENT REQUIREMENTS

7.01 Separate Records to be Kept.

(a) The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Trust Fund (but excluding the Activities) in accordance with generally accepted accounting principles and practices consistently applied. The detail in which such books of records and accounts are kept shall be sufficient to allow the Donors to document the reimbursability from the Superfund of expenses paid out of the Trust Fund, including the Trustee's expenses, that may be subject to reimbursement. All such books of records and accounts shall be preserved and retained for at least six (6) years after the termination of the Trust pursuant to Section 11.01 or ten (10) years after submission of the final claim for reimbursement pursuant to Section XVI (Claims Against the Fund) of the Consent Decree, whichever is later.

(b) The Trustee shall keep, or direct the Accountants, if any, to keep, proper books of records and accounts, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Activities in accordance with generally accepted accounting principles and practices consistently applied. All such books of records and accounts shall be preserved and retained for at least six (6) years after the termination of the Trust pursuant to Section 11.01.

7.02 Reports.

(a) Within thirty (30) days after the end of each calendar month, the Trustee shall send to the Donors (i) a statement of receipts and disbursements, consisting of the Trust balance at the beginning of such month, the receipts and disbursements during such month, and the Trust balance at the end of such month, (ii) a statement of Trust assets as of the close of such month that is in agreement with the ending Trust balance shown in such statement of receipts and disbursements, and (iii) a statement showing the amount of each receipt and disbursement attributed to each Donor, broken down by purpose as set forth in Section 1.02. The Committee may direct the Trustee to prepare such statements for a shorter or longer period of time than a calendar month.

By each March 31, the Trustee shall present to the Donors a statement of receipts and disbursements and a statement of trust assets for the prior year ended December 31, accompanied by a report of the Accountants stating that an audit of such financial statements has been made in accordance with generally accepted auditing standards, stating the opinion of such Accountants in respect of the financial statements and the accounting principles and practices reflected therein and as to the consistency of the application of the accounting principles, and identifying any matters to which such Accountants take exception and stating, to the extent practicable, the effect of such exception on such statements.

(b) As set forth in Paragraph 45 of the Consent Decree, the Trustee shall, within thirty (30) days after its appointment and every ninety (90) days thereafter, submit to the Donors, EPA, and the State financial reports that include cash flow projections showing the

level of funds that will be necessary to pay for the obligations of the Donors under the Consent Decree for the next one hundred eighty (180) days and the amount of money currently in the Trust Fund. The Donors and the Trustee anticipate that the Project Team, the Committee, and the Trustee will assist each other in preparing such financial reports.

7.03 Payment Requirements. As set forth in Paragraph 45 of the Consent Decree, if the amount of money in the Trust Fund is less than the amount projected in the Trustee's report to be needed for the next one hundred eighty (180) days, the Donors shall, within forty-five (45) days after issuance of the Trustee's report, deposit into the Trust Fund amounts sufficient to bring the level of the Trust Fund up to that projected amount. As set forth in Paragraph 45 of the Consent Decree, the Donors shall in any event make payments to the Trust Fund when and to the extent necessary to ensure the uninterrupted progress and timely completion of the Work.

7.04 Right to Inspect. The United States, the State, and the Donors shall have the right at all reasonable times and upon reasonable notice to inspect all records, accounts, and data of the Trustee relating to the Trust Fund.

ARTICLE VIII

CONDITIONS OF TRUSTEE'S OBLIGATIONS

The Trustee accepts the Trust imposed upon it by this Agreement but only upon and subject to the following express terms and conditions:

8.01 Limitation of Duties, Obligations, and Power.

(a) The Trustee shall manage the Trust Fund in accordance with the powers and within the limitations fixed by this Agreement.

(b) The Trustee shall act on behalf of the Donors pursuant to such directions of the Committee and the Project Team as shall be in conformity with this Agreement.

(c) The Donors shall provide to the Trustee the names of the members of the Committee and the members of the Project Team (if any) and the Trustee may rely absolutely on the accuracy of such notification until notified in like manner of any change thereof.

(d) All actions taken by the Trustee, other than investment of the Trust Fund in accordance with Section 6.05, shall be taken by the Trustee solely upon the direction of the Committee. All such directions to the Trustee shall be rendered or confirmed in writing. The Trustee expressly disavows any expertise in matters of environmental law, reclamation, restoration, or any other matter whatsoever related to air, ground, or water pollution or the health and safety of the environment, or remedies for defects therein, and no party to this Agreement shall make any statement or take any action which might imply or give rise to any inference to the contrary.

8.02 Reliance on Documentation. The Trustee shall be protected in acting in accordance with the provisions of this Agreement upon any notice, requisition, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document reasonably believed by it to be genuine and to have been signed or sent by the proper person or persons.

8.03 Right to Demand Documentation. Notwithstanding any other provision of this Agreement, in the administration of the Trust, the Trustee shall have the right, but shall not be required, to demand before the disbursement of any cash or in respect of any action whatsoever within the purview of this Agreement, any showings, certificates, opinions, appraisals, or other information, or action or evidence thereof, in addition to that required by the terms thereof which the Trustee believes to be necessary or desirable.

8.04 Trustee's Compensation. The Trustee shall be compensated for its services hereunder in accordance with Exhibit F attached hereto. The Trustee shall have a lien upon the Trust Fund for such compensation, and all reasonable expenses, advances, and counsel fees, and as indemnity for all liabilities incurred in and about the execution of this Trust and the exercise and performance of the powers and duties of the Trustee hereunder (except liabilities incurred as a result of gross negligence or willful misconduct of the Trustee), and the cost and expenses, including reasonable counsel fees, of defending against any claim of such liability.

8.05 Limitation of Financial Liability. No provision of this Agreement shall require the Trustee to (i) expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it, or (ii) take any action pursuant to this Agreement, whether or not the Trustee is directed to take any such action by the Committee, which in the judgment of the Trustee may reasonably conflict with any rule of law. When acting pursuant to the direction of the Donors pursuant to this Agreement, the

Trustee may take other action deemed proper by the Trustee that is not inconsistent with such direction; provided, however, that the terms of this Section 8.05 shall not impose any additional duties or responsibilities upon the Trustee.

ARTICLE IX

SUCCESSOR TRUSTEES

9.01 Resignation of Trustee. The Trustee may at any time resign and be discharged from the Trust hereby created by giving not less than sixty (60) days' written notice to the Donors, and such resignation shall take effect upon the day specified in such notice, unless a successor Trustee shall have been sooner appointed by a majority of the Donors as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of a successor Trustee.

9.02 Removal of Trustee. Notwithstanding Section 9.03 hereof, the Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing, delivered to the Trustee and signed by a majority of the Donors.

9.03 Appointment of Successor Trustee. In the event that the Trustee hereunder shall resign or be removed, or be dissolved, or should be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in the event that the Trustee shall be taken under the control of any public office or officers, or of a receiver appointed by a court, a successor may be appointed by a majority of the Donors by an instrument or concurrent

instruments in writing, signed by such Donors, or by their attorneys in fact duly authorized in writing, and delivered to the Trustee.

9.04 Transfer to Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, rights, powers, trusts, duties, and other obligations hereunder of its predecessor; but such predecessor shall nevertheless, upon written request of a majority of the Donors, execute and deliver an instrument transferring to such successor Trustee all the estates, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property in the Trust Fund to its successor; provided, however, that before any such delivery is required or made, all reasonable, customary, and legal accrued fees, advances, and expenses of any such predecessor Trustee shall be paid in full. Should any deed, assignment, or instrument in writing from the Donors be reasonably required by any successor Trustee for more fully and certainly vesting in such Trustee the estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor Trustee, any and all such deeds, assignments, and instruments in writing shall be executed, acknowledged, and delivered by the Donors.

9.05 Merger or Consolidation of Trustee. Any corporation or association into which the Trustee or any successor to it may be merged or converted, or with which it or any successor to it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Trustee or any successor to it shall be a party,

shall be a successor Trustee under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, notwithstanding anything to the contrary herein.

ARTICLE X

INDEMNIFICATION

10.01 Indemnification of and by Trustee.

(a) The Donors collectively shall indemnify and hold harmless the Trustee and its agents and employees from all losses, claims, liabilities, injuries, damages and expenses (including but not limited to reasonable attorneys' fees and costs of investigation) (collectively, the "Losses") which the Trustee, its agents or employees may incur or suffer arising out of this Agreement, the Trust Fund, or the performance of the Trustee's obligations or duties relating thereto; provided, however, that the Donors shall not be required to indemnify the Trustee, its agents or employees for Losses arising out of the gross negligence or willful misconduct of the Trustee, its agents or employees. Such indemnification shall be shared by the Donors in the proportions set forth in Exhibit A hereto. The Donors shall make payment within thirty (30) days of the Trustee's demand for any undisputed indemnity obligation under this Section. In the event that any one or more Donors fail to make timely payment of indemnification after receipt of the Trustee's demand for payment, it shall be the obligation of the other Donors to use good faith efforts to enforce this indemnification provision. If, within ninety (90) days of the Trustee's demand for payment, such efforts are unsuccessful, the other Donors shall pay the

Trustee the deficit amount in proportion to their respective actual contributions to the Trust Fund. Such Donors shall have the right to enforce this provision against those who have failed to make proper payment pursuant to this Section, including the right to reasonable attorneys' fees.

(b) Notwithstanding anything to the contrary contained herein, but subject to the following two sentences, the Trustee shall not be required to make any payments in its individual and nonfiduciary capacity in the implementation of this Agreement. The Trustee shall indemnify and hold harmless the Trust Fund, the Donors, the Committee, the Project Team and the Accountants, and their agents and employees (the "Cross-Indemnified Parties") for all Losses which the Cross-Indemnified Parties may incur or suffer arising out of or relating to the gross negligence or willful misconduct of the Trustee or its agents or employees. The Trustee shall make payment within thirty (30) days of demand for any undisputed indemnity obligation under this Section.

10.02 Indemnification of Committee and Others. The Donors severally, but not jointly, agree to indemnify and hold harmless the Committee, the technical subcommittee of the Committee, other subcommittees composed entirely of Donors, and other positions held by Donors (the "Indemnified Parties") from all Losses which the Indemnified Parties may incur or suffer arising out of this Agreement, the Trust Fund, or the performance of their obligations or duties relating thereto; provided, however, that the Donors shall not be required to indemnify any Indemnified Party for Losses arising out of its gross negligence or willful misconduct. The portion of a Loss for which each Donor is liable under this Section shall bear the same

proportion to the total amount of the Loss as such Donor's RU bears to the RU held by all the Donors (excluding the RU held by the Indemnified Parties). The Donors shall make payment within thirty (30) days of a demand for any undisputed indemnity obligation under this Section. The Indemnified Parties shall have the right to enforce this provision against those who have failed to make proper payment pursuant to this Section, including the right to reasonable attorneys' fees.

10.03 Survival of Indemnification. Notwithstanding any other provision hereof, the indemnity obligations of the Donors and the Trustee in this Agreement shall survive the termination of this Agreement.

10.04 Disputes Concerning Indemnity Obligations. Any dispute that arises under or with respect to any indemnity obligation hereunder shall be subject to informal negotiations between the parties to the dispute for a period of up to thirty (30) days from the time notice of the existence of a dispute is given. The period for negotiations may be extended by agreement of the parties to the dispute. The party making the objection shall not be required to make payment during the pendency of the dispute.

ARTICLE XI

TERMINATION OF TRUST

11.01 Termination of Trust. This Trust shall terminate upon stipulation in writing by the Trustee and a majority of the Donors after EPA issues its Certificate of Completion for the

Work, as described in Paragraph 52.b of the Consent Decree. The Committee shall give the Trustee prompt written notice as to when such Certificate has been issued by EPA.

11.02 Distribution of Trust Fund Upon Termination. Upon termination of this Trust, the Trustee shall liquidate the assets of the Trust and thereupon distribute all of the Trust Fund, including all accrued, accumulated and undistributed net income, to the Donors in proportion to their respective actual contributions to the Trust Fund during the term of the Trust, allowing for any relative overpayments or underpayments; provided, however, that such distribution shall be subject to Section 5.04. If any Donor, or its successor, cannot be located within one hundred eighty (180) days after the termination date after diligent effort, its share of the Trust shall be deemed to be waived, and the Trustee shall distribute that share to the remaining Donors in proportion to their respective actual contributions to the Trust Fund during the term of the Trust.

ARTICLE XII

MISCELLANEOUS

12.01 Headings. The section headings set forth in this Agreement are included for the convenience of reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Agreement.

12.02 Particular Words. Any word contained in this text of this Agreement shall be read as a singular or plural and a masculine, feminine or neuter as may be applicable or permissible in the particular context. Unless otherwise specifically stated, the word "person" shall be taken to mean and include an individual, partnership, association, company or

corporation. Unless otherwise specifically stated, capitalized words shall have the meaning assigned to them in the Consent Decree.

12.03 Severability of Provisions. If any provision of this Agreement or its application to any person or entity or in any circumstances shall be invalid and unenforceable, the application of such provision to persons or entities and in circumstances other than those as to which it is invalid or unenforceable and the other provisions of this Agreement, shall not be affected by such invalidity or unenforceability.

12.04 Notices Under Agreement. Any notice required to be given by this Agreement shall be in writing. Notices required to be given to the Donors shall be deemed to have been properly given when mailed, postage prepaid, by first class United States mail, to the person to be notified as set forth on the Donor's signature page to this Agreement. A Donor may change that address by delivering notice thereof in writing to the Trustee. The Trustee shall maintain a list of addresses of the Donors and update it upon its receipt from a Donor of a notice of a change of address. The Trustee shall provide a copy of the address list to any Donor upon request.

Any notice required by this Agreement to be delivered to any other person or entity shall be deemed to have been properly delivered when mailed, postage prepaid, by first class United States mail, to the person to be notified at the last known address of such a person or entity, according to the records of the one giving notice.

12.05 Counterparts of Agreement. This Agreement may be executed for the convenience of the parties hereto in counterparts, any one of which for all purposes shall be deemed to have the status of an executed original.

12.06 Governing Jurisdiction. The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Missouri. This Agreement shall be enforceable against the Trustee or any Donor in any court of competent jurisdiction in the State of Missouri.

12.07 Binding Effect; No Transferability of Interest in the Trust. This Agreement shall apply to and be binding upon the signatories, their heirs, successors, and assigns; provided, however, that the interest of the Donors in the Trust and their obligation to contribute funds pursuant to Article II hereof is not transferable, except to a successor corporation or corporations or with the written agreement of a majority of the Donors.

12.08 Amendments. The Donors, by unanimous vote of the non-defaulting Donors and the Trustee, may from time to time and at any time during the term of this Trust, amend this Agreement, in whole or in part. Such amendment must be in writing and be signed by all non-defaulting Donors. The Trustee shall give notice of such action to Donors as provided in Section 12.04. No such amendment, however, shall be effective without the Trustee's written consent.

As provided in Paragraph 44 of the Consent Decree, Donors shall provide EPA and the State with written notice at least thirty (30) days in advance of any proposed amendment to this Agreement.

12.09 Control by Donors and Committee Members. Except as otherwise expressly provided for herein, whenever this Agreement provides for action by a majority of the Donors (or Committee members), such action shall be effective only if taken by the number of non-defaulting Donors (or non-defaulting Committee members) allocated more than fifty percent (50%) of the RU collectively held by all of the non-defaulting Donors (or non-defaulting Committee members). A majority of the Donors may at any time direct the Trustee in writing to take any action or to refrain from taking any action, provided that such direction does not conflict with the Donors' obligations under the Consent Decree or this Agreement.

12.10 No Authority to Conduct Business. The purposes of this Trust are limited to the matters set forth in this Agreement. This Agreement shall not be construed to confer upon the Trustee any authority to conduct business. The object of this Trust is specifically limited to the matters set forth herein and there is no objective to carry on any business or to divide the gains therefrom.

12.11 Joinder of Additional Parties. It is understood that entities other than the Donors named in Exhibit A hereto may desire to become Donors under this Agreement. Such entities may join as Donors under this Agreement upon obtaining the written consent of a majority of the Donors named in Exhibit A and the Trustee hereof, and by executing this Agreement and agreeing to be bound thereafter by all the provisions hereof. No such entity may join as a Donor herein without having first paid to the Trustee such sum of money as may be agreed upon by the Donors named in Exhibit A. Such sum shall represent an allocation of liability to such joining party for a share of the anticipated cost of the Work and compliance with the Consent

Decree as of the date of such payment. Such payment may, in the discretion of the Donors named in Exhibit A, be adjusted in consequence of the time elapsed between the date of this Agreement and the date of such payment. Upon execution of this Agreement, such entity shall thereafter be bound by all of the terms and obligations hereof, including but not limited to the obligation to make such payments and contributions as specified under Section 2.02 hereof. The name of such entity joining as an additional Donor shall be added to Exhibit A along with its RU in order to allow the calculation of its proportionate share of payments as described in this Agreement. Any entity which becomes a party by execution of this Agreement after the effective date of this Agreement shall be deemed to have been a party to this Agreement ab initio and shall be assessed and pay all sums which such entity would have been obligated to pay if a Donor ab initio, except that the Donors may, for good cause, impose different terms and conditions upon any entity seeking to enter this Agreement after its effective date. Joinder of an additional party pursuant to this Section shall constitute an amendment of this Agreement for purposes of Section 12.08.

12.12 No Waiver or Admission. It is understood and agreed that the Donors are entering into this Agreement solely for the purpose of complying with the Consent Decree, and that by doing so are not waiving, expressly or otherwise, any defenses that they may have to liabilities claimed by the United States, the State of Missouri, third parties, or the parties to this Agreement.

The funds contributed to the Trust Fund by Defendants and the United States on behalf of the Settling Federal Agencies are voluntary payments in satisfaction of such parties'

obligations under the Consent Decree and, except in the case of stipulated penalties pursuant to Section XXIII (Stipulated Penalties) of the Consent Decree, are not to be construed as payments of fines, penalties or monetary sanctions, nor are they amounts forfeited as collateral posted in connection with a proceeding which could result in imposition of such fines, penalties or monetary sanctions. Furthermore, the payment of the funds by the Defendants and the United States on behalf of the Settling Federal Agencies shall not be construed as an admission of liability under common law or any federal or state statute or regulation in connection with the Site or any other matter. None of the Defendants or Settling Federal Agencies expected or intended that the alleged releases of hazardous substances at and from the Site would occur.

12.13 No Enlargement of Participation. It is understood and agreed that, by entering into this Agreement, no Donor has committed itself to participate in any activities other than the Work defined in the Consent Decree. It is also understood and agreed that the RU allocated to each Donor as stated in Exhibit A have been agreed to only for the purposes of interim allocation under this Agreement and are subject to reallocation, if so agreed by the Donors.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by persons authorized to sign on their behalf by signing an authorization form attached hereto as of the day and year first written above.

MERCANTILE BANK OF ST. LOUIS, N.A.
as Trustee

By: [Signature]
Title: Assistant Vice President

MEW Site File
Break11_02663

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

_____ has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: _____

Name (print): _____

Title (print): _____

Date: _____

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: _____

Address: _____

Telephone: _____

Fax: _____

MEW Site File
Break11_02664

EXHIBIT A

List of Donors

NAME	RU
BARRY ELECTRIC COOPERATIVE	352.37
BARTON COUNTY ELECTRIC COOPERATIVE, INC.	1,686.41
CENTRAL ILL. PUBL. SERVICE CO. fka ILL. E&G CO.	1,328.08
CHEVRON CHEMICAL COMPANY	288.00
CITIZENS ELECTRIC CORPORATION	35,216.84
CITIZENS UTILITIES COMPANY	1,387.00
CITY LIGHT & POWER - FREDERICKTOWN, MO	3,102.85
CITY OF JACKSON, MO	1,381.59
COSTAIN COAL, INC. fka PYRO MINING COMPANY	2,659.49
EVANSVILLE ELECTRIC & MANUFACTURING CO.	3,578.10
E.I. DUPONT DE NEMOURS & CO., INC.	4,907.23
FARMERS' ELECTRIC COOPERATIVE, INC.	5,774.68
FLORIDA POWER CORPORATION	6,196.34
HANCOCK COUNTY REMC	3,481.75
KAGMO ELECTRIC MOTOR CO.	1,820.37
KAISER ALUMINUM & CHEMICAL CORP.	3,071.68
MARATHON OIL COMPANY	492.00
MENARD ELECTRIC COOPERATIVE	2,457.79
MISSISSIPPI LIME CO.	5,110.38
M.J.M. ELECTRIC COOPERATIVE, INC.	839.83
NEW ENGLAND POWER SERVICE CO.	4,432.98
NEW-MAC ELECTRIC COOPERATIVE, INC.	930.08
PEMISCOT DUNKLIN ELECTRIC COOPERATIVE	8,133.84
RALSTON PURINA COMPANY	2,670.10
RICHARDS ELECTRIC MOTOR CO.	1,054.75
SACHS ELECTRIC COMPANY	1,772.88
SIEMENS ENERGY & AUTOMATION, INC. fka REMS	18,208.93
SIKESTON BOARD OF MUNICIPAL UTILITIES	4,126.32
SOUTH CENTRAL INDIANA REMC fka MORGAN COUNTY REMC	5,333.82
SOUTHERN ILLINOIS ELECTRIC COOPERATIVE	5,491.51
ST. JOE MINERALS CORP.	13,973.77
SWANSON-NUNN ELECTRIC CO., INC.	1,047.70
THE BOC GROUP, INC.	8,946.97
THE PITTSBURGH & MIDWAY COAL MINING CO.	2,393.50
TOASTMASTER, INC.	1,109.66
UNION ELECTRIC COMPANY	62,054.22
VERNON BAGWELL	672.13
WAYNE COUNTY REMC	1,339.49
WAYNE WHITE COUNTIES ELECTRIC COOPERATIVE	2,653.49
Total	231,478.92

EXHIBIT B
List of De Minimis Settling Defendants

MEW Site File
Break11_02666

A. Soil De Minimis Settling Defendants (21)

NO.	NAME	NET PAYMENT TO TRUST FUND
1	BULL MOOSE TUBE COMPANY	\$67,145.78
2	CHASE RESORTS, INC. (LODGE OF FOUR SEASONS)	\$49,125.67
3	CITY OF CARM, IL	\$55,588.16
4	CITY OF JACKSONVILLE, IL (for CITY L & P)	\$54,634.80
5	CITY OF SEYMOUR, MO	\$6,713.32
6	DUGGER ELECTRIC EQUIPMENT CO.	\$30,761.10
7	ELECTRIC PLANT BOARD, CITY OF MAYFIELD, KY	\$9,490.02
8	HIMMELBERGER-HARRISON CO., INC.	\$7,816.86
9	INDEPENDENT ELECTRIC MACHINERY CO.	\$56,023.83
10	KOERNER ELECTRIC MOTORS OF INDIANA INC.	\$9,446.61
11	MILLSTONE CONSTRUCTION, INC. (dba KNOBEL-REDMAN CONSTR. CO.)	\$47,801.75
12	MOBIL OIL CORPORATION	\$31,415.47
13	MOUNT CARMEL PUBLIC UTILITY CO.	\$21,927.36
14	PET INCORPORATED	\$27,689.51
15	SCOTT-NEW MADRID-MISSISSIPPI ELECTRIC COOP.	\$85,466.61
16	ST. LOUIS STEEL CASTING INC.	\$46,727.04
17	TIPMONT RURAL ELECTRIC MEMBERSHIP CORPORATION	\$83,896.03
18	VAUGHN ELECTRIC COMPANY, INC.	\$1,068.10
19	WESTINGHOUSE ELECTRIC CORPORATION	\$35,886.02
20	WHIRLPOOL CORPORATION	\$30,588.35
21	ZELLER ELECTRIC, INC.	\$23,558.66

B. Soil and Groundwater De Minimis Settling Defendants (123)

NO.	NAME	NET PAYMENT TO TRUST FUND
1	ABSORBENT CLAY PRODUCTS, INC.	\$1,000.00
2	ACME ELECTRIC CO., INC.	\$20,068.42
3	ALLIED-SIGNAL INC. (for ALLIED CHEMICAL fka MINERVA OIL)	\$43,481.56
4	ALUMINUM COMPANY OF AMERICA (HARRICK OPERATIONS)	\$10,688.64
5	AMERICAN CHARCOAL COMPANY (MICHIGAN)	\$7,118.50
6	AMERICAN FAMILY BROADCAST GROUP, INC. (for KFVS-TV)	\$15,765.70
7	ARA SERVICES, INC. (FRANKLIN COUNTY COAL)	\$16,502.42
8	ARCH OF ILLINOIS, INC.	\$45,798.76
9	ARIENS COMPANY	\$500.00
10	A. P. GREEN INDUSTRIES, INC.	\$27,071.73
11	BEAZER EAST, INC. (fka KOPPERS)	\$1,000.00
12	BELCHER ELECTRIC, INC.	\$66,187.02
13	BLACK RIVER ELECTRIC COOPERATIVE	\$500.00
14	BOONE ELECTRIC COOPERATIVE	\$1,500.00
15	BORDEN, INC.	\$41,798.73
16	BRIDGESTONE/FIRESTONE INC. (FIRESTONE STORE)	\$4,866.71
17	BROWN & ROOT, INC.	\$1,591.09
18	BURLINGTON NORTHERN RAILROAD COMPANY (fka FRISCO RY.)	\$5,041.67
19	CHESTER R. UPHAM, JR.	\$234,437.52
20	CITY OF CAIRO, ILLINOIS	\$1,645.71
21	CITY OF CAMPBELL, MO	

NO.	NAME	NET PAYMENT TO	TRUST FUND
22	CITY OF CASEY, IL	\$44,781.53	
23	CITY OF CHARLESTON, MO (for HOUSING AUTH.-CHARLESTON, MO)	\$5,124.39	
24	CITY OF FARMINGTON, MO	\$34,723.20	
25	CITY OF HIGGINSVILLE, MO	\$24,693.29	
26	CITY OF HOUSTON, MO	\$23,454.38	
27	CITY OF JEFFERSON, MO	\$6,954.79	
28	CITY OF MADISONVILLE, KY	\$39,364.13	
29	CITY OF MALDEN, MO BOARD OF PUBLIC WORKS	\$13,647.92	
30	CITY OF OWENSVILLE, MO (for OWENSVILLE MUNICIPAL UTILITIES)	\$51,351.78	
31	CITY OF RICHMOND, IN (for RICHMOND POWER & LIGHT)	\$1,577.88	
32	CITY OF SALEM, MO	\$44,738.88	
33	CITY OF SHELBYNA, MO	\$8,447.25	
34	CITY OF STEELVILLE, MO	\$26,669.37	
35	CITY OF ST. JAMES, MO (for ST. JAMES MUNICIPAL UTILITIES)	\$74,357.89	
36	CITY OF THAYER, MO	\$9,040.15	
37	CLINTON COUNTY ELECTRIC COOPERATIVE, INC.	\$11,380.60	
38	COLUMBIA QUARRY CO. dba CHARLES STONE CO.	\$1,000.00	
39	CONSOLIDATED ALUMINUM CORPORATION	\$5,850.82	
40	DANSON OIL CORPORATION	\$6,721.11	
41	DAVISS-MARTIN COUNTY REMC	\$63,331.75	
42	DECATUR INDUSTRIAL ELECTRIC, INC.	\$75,342.22	
43	DELMARVA POWER & LIGHT COMPANY	\$17,232.38	
44	EAST PERRY LUMBER COMPANY	\$7,972.37	
45	ELECTRIC SUPPLY CO. INC.	\$500.00	
46	ENGINEERED PLASTICS CORP.	\$62,416.17	
47	ESSELTE PENDAFLEX CORPORATION	\$1,211.55	
48	ESSEX GROUP, INC.	\$493.35	
49	FLORIDA ROCK INDUSTRIES, INC.	\$15,047.96	
50	FULTON COUNTY REMC	\$6,686.74	
51	GENERAL CABLE CORPORATION (for PENN CENTRAL CORP.)	\$51,177.96	
52	GENERAL ELECTRIC COMPANY	\$15,620.53	
53	GENERAL IRON & SALVAGE CO., INC.	\$19,837.87	
54	GERALDINE F. HIRSCH (for KFVS-TV)	\$127,366.36	
55	GOLD FIELDS AMERICAN CORPORATION (fka AMERICAN LIMESTONE CO.)	\$28.93	
56	GUNTHER-WASH MINING CONSTR. CO.	\$31,085.34	
57	HANCOCK-WOOD ELECTRIC COOPERATIVE, INC.	\$31,387.68	
58	HARRIS TRUCK & TRAILER SALES, INC.	\$4,141.83	
59	HOUSING AUTHORITY OF JOHNSON COUNTY, IL	\$25,971.75	
60	HOWELL-OREGON ELECTRIC COOP., INC.	\$70,350.12	
61	H-J ENTERPRISES, INC.	\$66,699.08	
62	INGRAM BARGE COMPANY	\$1,000.00	
63	INTERLAKE PACKAGING CORPORATION	\$28,442.07	
64	ITT FEDERAL SERVICES CORP. fka FEDERAL ELEC.	\$42,015.41	
65	JADER FUEL CO., INC. (for EMPIRE DOCK)	\$42,385.84	
66	JAMES F. HIRSCH (for KFVS-TV)		
67	JEFFERSON SHURFIT CORPORATION (for SHAWNEE WOODCHIPS)	\$20,750.01	
68	JIM SMITH CONTRACTING CO., INC.	\$68,571.12	
69	KBOA, INC.	\$5,304.19	
70	KLEIN ARMATURE WORKS, INC.	\$5,633.29	
71	KOERNER ELECTRIC (ILLINOIS)	\$1,500.00	
72	KOPF ELECTRIC MOTOR SERVICE, INC.	\$7,318.57	
73	LOGAN COUNTY COOPERATIVE POWER AND LIGHT ASSOCIATION, INC.	\$1,413.70	
74	LOWRY ELECTRIC COMPANY	\$51,156.16	
75	MAGNETEK INC.	\$31,739.09	

NO.	NAME	NET PAYMENT TO TRUST FUND
76	MARJORIE N. DEIMUND (for KFVS-TV)	\$3,204.66
77	MCCARTHY BROTHERS COMPANY	\$3,446.16
78	MFA INCORPORATED	\$455.99
79	MIDWEST ELECTRIC, INC.	\$1,591.09
80	MISSOURI BARGE LINE COMPANY, INC.	\$12,928.21
81	MISSOURI DRY DOCK AND REPAIR COMPANY, INC.	\$97,240.73
82	MISSOURI PORTLAND CEMENT COMPANY	\$17,853.78
83	NL INDUSTRIES, INC.	\$500.00
84	NORTH CENTRAL MISSOURI ELECTRIC COOPERATIVE	\$15,407.81
85	OSCAR C. HIRSCH (for KFVS-TV)	\$33,919.98
86	OTIS ELEVATOR COMPANY	\$92,598.26
87	PARAGOULD LIGHT & WATER COMMISSION (ARK)	\$157,457.01
88	PAUL OBERMAN AND COMPANY	\$47,158.79
89	PEABODY COAL COMPANY	\$71,870.46
90	PHILLIPS PETROLEUM COMPANY	\$46,662.24
91	PLIBRICO COMPANY	\$25,750.58
92	PSI ENERGY, INC. (fka PUBLIC SERVICE CO. OF INDIANA)	\$8,074.55
93	PULASKI COUNTY HOUSING AUTHORITY	\$49,137.06
94	PURULATOR PRODUCTS WA, INC. (for FACET AUTOMOTIVE)	\$108,674.54
95	QUINCY SOYBEAN COMPANY	\$59,864.28
96	RATHJE ENTERPRISES, INC. (for BODINE ELEC. OF DECATUR, INC.)	\$64,690.34
97	ROBERT O. HIRSCH (for KFVS-TV)	\$4,000.00
98	RURAL ELECTRIC CONVENIENCE COOPERATIVE COMPANY	\$7,470.64
99	SAC OSAGE ELECTRIC COOPERATIVE, INC.	\$19,116.40
100	SAN TANKSLEY TRUCKING COMPANY	\$5,563.13
101	SANDNER ELECTRIC COMPANY	\$67,034.73
102	SHELL WESTERN E&P INC.	\$28,591.60
103	SOUTHERN ILLINOIS MATERIALS COMPANY	(\$396.99)
104	STATE OF MISSOURI, DEPT. OF MENTAL HEALTH (for SE MO MH CTR.)	\$5,189.62
105	STATE OF MISSOURI, SOUTHEAST MISSOURI STATE UNIVERSITY	\$42,969.34
106	STEBEN COUNTY REMC	\$138,874.81
107	ST. LOUIS UNIVERSITY	\$10,008.90
108	SULLIVAN ELECTRIC COMPANY	\$45,589.55
109	S.D.I. OPERATING PARTNERS L.P. dba PHILLIPS & COMPANY	(\$3,042.16)
110	TEAMSTERS LOCAL 688 INS. AND WELFARE FUND	\$8,199.17
111	TEXAS EASTERN PRODUCTS PIPELINE COMPANY	\$7,039.76
112	TEXAS EASTERN TRANSMISSION CORPORATION	\$500.00
113	TEXTRON, INC. (for BURKHART FOAM)	\$16,446.81
114	THE ANNA-JONESBORO WATER COMMISSION	\$7,098.72
115	THE DOW CHEMICAL COMPANY	\$128,417.69
116	THE L.E. MYERS CO. GROUP	\$80,828.07
117	THE UNION COUNTY HOSPITAL DISTRICT	\$4,000.00
118	TOWN OF PARAGON, IN (for PARAGON WATER UTILITIES)	\$7,573.24
119	TUCSON ELECTRIC POWER COMPANY	\$3,345.75
120	WEBSTER COUNTY COAL	
121	WEST LAKE QUARRY & MATERIAL COMPANY	
122	WESTVACO CORPORATION	
123	WETTERAU INC.	
Total to be paid in by De Minimis Settling Defendants		\$4,321,210.43
Sum of 2 refunds to be made		(\$3,439.15)
Net payments by De Minimis Settling Defendants		\$4,317,771.28

EXHIBIT C

SETTLING FEDERAL AGENCIES

Department of the Air Force

Department of the Army

Defense Logistics Agency

Payment by United States on behalf of the Settling Federal Agencies: \$1,377,006.45

EXHIBIT D

COST ALLOCATION FORMULA OF THE MISSOURI ELECTRIC WORKS STEERING COMMITTEE FOR MISSOURI ELECTRIC WORKS SITE CLEANUP CAPE GIRARDEAU, MISSOURI

Part I - Guiding Principles and Definitions

A. BACKGROUND

The business activity at Missouri Electric Works, Inc. ("MEW" or the "Site") primarily consisted, and still consists, of the servicing of electrical equipment and the purchase of electrical equipment for resale. Some of this equipment was oil-filled. The oil was either an askarel-type oil, which was typically composed mostly of polychlorinated biphenyls ("PCBs"), or a mineral oil. While mineral oils were generally manufactured free of PCBs, they sometimes became contaminated with PCBs. The Site, as well as several locations nearby, have become contaminated with PCBs.

This Cost Allocation Formula (the "Formula") was developed by the Allocation Committee of the Missouri Electric Works Steering Committee ("MEWSC") to apply to those potentially responsible parties ("PRPs") who, through ownership, transportation, brokerage activities, or otherwise, were allegedly responsible for the presence at MEW of oil-filled electrical equipment or other oil-containing or PCB-contaminated material (collectively the "Identifiable Equipment"). Thus, equipment that was designed not to contain, and never did contain, oil (e.g., air- or water-cooled transformers) will not be allocated any responsibility.

This Formula is intended to apportion the costs of clean-up and expenses connected with the Site for which the MEWSC agrees to pay including, but not limited to, administrative costs, costs of the remedial investigation/feasibility study, legal costs, remediation and disposal costs, and post-clean-up costs of PCB contamination both on- and off-Site.

In fashioning the Formula, the Allocation Committee's goal was to be fair and equitable to all PRPs.

B. DATABASE

The first step in developing the Formula was to prepare a computer database containing a record for each piece of Identifiable Equipment that, for whatever reason, came onto the

MEW Site File
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Site. Sources of data that have been used to develop the database are MEW's business records (transformer cards, transformer ledgers, invoices), PRPs' responses to EPA's Section 104(e) information requests, and information gathered by Kellogg Corporation at the request of the MEWSC from transformer manufacturers regarding whether transformers were dry or oil-filled and, if the latter, the volume of oil contained in them.

C. PRINCIPLES OF ALLOCATION

The Formula rests on two primary principles. First, each piece of Identifiable Equipment was equally likely to have contributed to contamination at the Site in proportion to the arithmetic average of (i) the volume of oil contained in the unit, and (ii) the "Transformer Rating" of the unit. Transformer Rating means (i) for transformer-type equipment (welding transformers, plating transformers, reactors, and rectifiers, as well as transformers), the actual kilovolt-ampere ("KVA") rating of the unit, or (ii) for non-transformers (all other types of equipment - bushings, sectionalizers, regulators, reclosers, constant current transformers, battery chargers, switches), the KVA rating of a hypothetical transformer corresponding to the volume of oil contained in the non-transformer. This measure of responsibility is called "Responsibility Units", or RU.

Second, the responsibility for a piece of equipment is shared by each of the parties associated with it. For equipment that was sent to the Site for servicing, generally the owner is solely responsible; MEW has no responsibility. For equipment sold to MEW, the seller and MEW share responsibility equally (1/2 each). If the sale was brokered by, or otherwise involved, a third party, then the third party, the seller, and MEW share equally (1/3 each).

The Allocation Committee anticipates that, in some instances, one or more of the parties associated with a particular unit will be unable or unwilling to participate in the MEWSC and pay its allocated share. When that occurs, the responsibility for that particular unit will be shared equally by the remaining parties associated with the unit that do participate in the MEWSC and pay their allocated shares. For example, assume that parties A, B, and C currently share responsibility for a transformer. A and B participate in the MEWSC, and each pays its allocated share. C does not, for any one of a number of reasons (e.g., unable to be located, bankrupt, refuses to participate). A and B will share responsibility for the transformer equally (1/2 each).

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Since members may end up paying the share of a non-member (as in the example above), the Allocation Committee feels that it is fair that any funds received by the MEWSC from, or on behalf of, non-members whose share of responsibility was paid by one or more members (as in the example above) will be distributed first to those members so that they pay only their fair share. The balance of any such funds remaining after this initial distribution, and any funds recovered from non-members whose share of responsibility was not paid, in whole or in part, by a MEWSC member, will be distributed among MEWSC members who have paid their full assessment in proportion to the amount of money paid by those members. Members who participate in the de minimis settlement and members who have failed to pay all of their assessments will not receive any such funds.

In the example above, assume that C was unable to pay its share but C's insurance company ultimately paid some money to the MEWSC in settlement of C's responsibility. These funds would first be used to repay A and B for having paid C's share of the responsibility for the unit. The balance remaining, if any, would be distributed among paid-in-full members.

As described above, the Transformer Rating of a unit depends on whether it is a piece of transformer-type equipment or a non-transformer. These two types of equipment are discussed below.

1. Transformer-type Equipment.

Plating transformers, reactors, rectifiers, and welding transformers, along with transformers, comprise the transformer-type equipment.

Since the Formula is based on two variables, oil volume and Transformer Rating, there are four possible combinations describing the availability of that information -- both are known, neither are known, or only one or the other is known. The method of handling each of these possibilities is described below.

a. Known Transformer Rating; known volume. The RU of such a unit will be the arithmetic average of the actual KVA rating and the actual volume.

EXAMPLE 1: A 250 KVA transformer is known to have an oil capacity of 150 gallons. The RU equals the average of 250 and 150, or 200.

b. Known Transformer Rating; unknown volume. Since the actual volume of the unit is unknown, it must be estimated. The database contains records of approximately 10,000 pieces of transformer-type equipment for which both KVA and oil volume are known. The average volume corresponding to each KVA rating has been determined (see Figure A attached). A series of four line segments has been fitted to these data over the ranges of 0-1.5 KVA, 1.5-75 KVA, 75-300 KVA, and above 300 KVA to allow a KVA rating to be predicted from any given oil volume or to allow an oil volume to be predicted from any given KVA. The equations ("Oil Equations") that have been determined to best predict the corresponding oil volume are:

For KVA values between 0 and 1.5:

$$\text{Volume} = 4.00666 \times \text{KVA}$$

For KVA values between 1.5 and 75:

$$\text{Volume} = 0.579042 \times (\text{KVA} - 1.5) + 6.01$$

For KVA values between 75 and 300:

$$\text{Volume} = 0.578132 \times (\text{KVA} - 75) + 48.57$$

For KVA values greater than 300:

$$\text{Volume} = 0.305614 \times (\text{KVA} - 300) + 178.65$$

Attached as Figures B and C are two graphs that show the actual oil volumes and the line segments calculated with the Oil Equations over two ranges -- 0-75 KVA and 0-2,000 KVA.

Using the Oil Equations, the volume of a unit with an unknown volume will be estimated based upon its Transformer Rating. This volume will be averaged with the unit's Transformer Rating to give the RU.

EXAMPLE 2: The oil volume of a 100 KVA transformer is unknown. Using the Oil Equations, the oil volume corresponding to 100 KVA is 63.02 gallons. The RU equals the average of 100 and 63.02, or 81.51.

c. Unknown Transformer Rating; known volume. Since Figures B and C and the Oil Equations can be used to determine a KVA rating from an oil volume, just as they can be used to determine an oil volume from a KVA rating, the Transformer Rating of the unit will be estimated based upon the actual volume of oil. This rating and the volume will be averaged to obtain the unit's RU.

The equations that are used to determine a KVA rating from an oil volume are the same as the Oil Equations, except rearranged to calculate KVA (the "KVA Equations"):

For oil volumes between 0 and 6.01 gallons:

$$\text{KVA} = \text{Volume}/4.00666$$

For oil volumes between 6.01 and 48.57 gallons:

$$\text{KVA} = ((\text{Volume} - 6.01)/0.579042) + 1.5$$

For oil volumes between 48.57 and 178.65 gallons:

$$\text{KVA} = ((\text{Volume} - 48.57)/0.578132) + 75$$

For oil volumes greater than 178.65 gallons:

$$\text{KVA} = ((\text{Volume} - 178.65)/0.305614) + 300$$

EXAMPLE 3: A transformer that contained 45 gallons of oil has an unknown KVA rating. Using the KVA Equations, the Transformer Rating corresponding to 45 gallons is 68.84 KVA. The RU equals the average of 45 and 68.84, or 56.92.

d. Unknown Transformer Rating; unknown volume. The Transformer Rating of a unit whose Transformer Rating and oil volume are both unknown will be assigned by computing the arithmetic average of (i) the average of the KVA ratings of all the transformer-type equipment in the database (the "database average KVA"), which is 54.53 KVA, and (ii) the average of the particular party's transformers with known KVA ratings. If the party has no transformers with known KVA ratings, then the assigned Transformer Rating will be equal to 54.53 KVA, the database average KVA.

Using the Oil Equations, the oil volume corresponding to the assigned Transformer Rating will be determined, and the average of the two values will yield the unit's RU.

EXAMPLE 4: ABC Company has four transformer-type units attributed to it, three with known KVA ratings (50, 100, and 150) and the fourth having an unknown KVA rating and an unknown oil volume. The database average KVA is 54.53. The average rating of ABC's transformer-type units for which KVA ratings are known is $(50+100+150)/3$, or 100. The unit with both an unknown oil volume and an unknown KVA rating will be assigned a Transformer

Rating equal to the average of the database average KVA (54.53) and the average rating of ABC's units for which a rating is known $((50+100+150)/3, \text{ or } 100)$, for a Transformer Rating of 77.27. Using the Oil Equations, the oil volume corresponding to a 77.27 KVA transformer is 49.88 gallons. The RU equals the average of 77.27 and 49.88, or 63.58.

EXAMPLE 5: ABC Company has two transformer-type units attributed to it, both with unknown KVA ratings and unknown oil volumes. The database average KVA is 54.53. Each of ABC's units will be assigned a Transformer Rating of 54.53. Using the Oil Equations, the oil volume corresponding to a Transformer Rating of 54.53 is 36.72 gallons. The RU of each transformer is the average of 54.53 and 36.72, or 45.63.

2. Non-Transformers.

Besides transformer-type equipment, the database contains seven types of non-transformer equipment -- battery chargers, bushings, sectionalizers, switches, regulators, reclosers, and constant current transformers. The RU of a non-transformer will be determined in a manner similar to that of a transformer. First, the oil volume of every non-transformer is known, either from MEW records or having been assigned by the Allocation Committee based on information it gathered. Second, the corresponding Transformer Rating will be determined using the KVA Equations. Finally, the two values will be averaged to obtain the unit's RU. Each type of non-transformer equipment will be addressed below.

a. Battery chargers, bushings, sectionalizers, and switches.

Each unit among these types of equipment has been assigned a volume of one gallon. Using the KVA Equations, the Transformer Rating corresponding to one gallon is 0.25 KVA. The RU of every battery charger, bushing, sectionalizer, and switch will equal the average of 1 and 0.25, or 0.63.

b. Regulators.

Oil volumes have been assigned by the Allocation Committee to regulators with unknown oil volumes as follows:

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TABLE 1
RATINGS AND ASSIGNED OIL VOLUMES
FOR REGULATORS

<u>Rating (amperes)</u>	<u>Oil Volume (gallons)</u>
Less than 50	42
Equal to or greater than 50 and less than 76	67
Equal to or greater than 76 and less than 112	68
Equal to or greater than 112 and less than 137	79
Equal to or greater than 137 and less than 175	90
Equal to or greater than 175	118

Once the volume is known (either through Table 1 or if already known), the corresponding Transformer Rating will be determined using the KVA Equations and the two values averaged to obtain the RU.

EXAMPLE 6: A 150-ampere regulator with an unknown oil volume is assigned a volume of 90 gallons. Using the KVA Equations, the Transformer Rating corresponding to 90 gallons is 146.66. The RU equals the average of 90 and 146.66, or 118.33.

If the rating of the regulator is unknown, then the rating will be determined by taking the average of (i) the average of the ratings of all regulators in the database with known ratings, which is 67.29 amperes, and (ii) the average of the ratings of the party's other regulators with known ratings. If the party has no regulators with known ratings, then the average of the ratings of all regulators in the database with known ratings (67.29 amperes) will be used.

Using Table 1 above, the oil volume corresponding to this calculated rating will be determined. Finally, the Transformer Rating corresponding to the oil volume will be determined using the KVA Equations. The oil volume and KVA rating will be averaged to obtain the RU.

MEW Site File
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c. Reclosers

Oil volumes have been assigned by the Allocation Committee to reclosers with unknown oil volumes as follows:

TABLE 2
RATINGS AND ASSIGNED OIL VOLUMES
FOR RECLOSERS

<u>Rating (amperes)</u>	<u>Oil Volume (gallons)</u>
Less than 30	3
Equal to or greater than 30 and less than 60	4
Equal to or greater than 60 and less than 85	6
Equal to or greater than 85	8

Once the volume is known (either through Table 2 or if already known), the corresponding Transformer Rating will be determined using the KVA Equations and the two values averaged to obtain the RU.

EXAMPLE 7: A 50-ampere reclosure with an unknown oil volume is assigned a volume of 4 gallons. Using the KVA Equations, the Transformer Rating corresponding to 4 gallons is 1.00. The RU equals the average of 4 and 1.00, or 2.50.

If the rating of the recloser is unknown, then the rating will be determined by taking the average of (i) the average of the ratings of all reclosers in the database with known ratings, which is 50.06 amperes, and (ii) the average of the ratings of the party's other reclosers with known ratings. If the party has no reclosers with known ratings, then the average of the ratings of all reclosers in the database with known ratings (50.06 amperes) will be used.

Using Table 2 above, the oil volume corresponding to this calculated rating will be determined. Finally, the Transformer Rating corresponding to the oil volume will be determined using the KVA Equations. The oil volume and Transformer Rating will be averaged to obtain the RU.

d. Constant current transformers

Oil volumes have been assigned by the Allocation Committee to constant current transformers with unknown oil volumes as follows:

TABLE 3

RATINGS AND ASSIGNED OIL VOLUMES
FOR CONSTANT CURRENT TRANSFORMERS

<u>Rating (kilowatts)</u>	<u>Oil volume (gallons)</u>
Less than 7.5	32
7.5 or 10	40
15	65
20	74
25	85

Once the volume is known (either through Table 3 or if already known), the corresponding Transformer Rating will be determined using the KVA Equations and the two values averaged to obtain the RU.

EXAMPLE 8: A 20-kilowatt constant current transformer with an unknown oil volume is assigned a volume of 74 gallons. Using the KVA Equations, the Transformer Rating corresponding to 74 gallons is 118.99. The RU equals the average of 74 and 118.99, or 96.50.

For constant current transformers whose rating is unknown, the average of the ratings of all the constant current transformers in the database (15 kilowatts) will be assigned. Using the KVA Equations, the Transformer Rating corresponding to that oil volume will be averaged with the oil volume to obtain the RU.

3. Adjustments to Oil Volume

In all cases (both transformer-type equipment and non-transformers), the oil volume is subject to adjustment, as described below.

a. Empty Equipment. The Allocation Committee has identified several instances where Identifiable Equipment should be assigned an RU less than its calculated RU. Such instances include oil-filled equipment that was drained prior

to being sent to the Site, samples of oil that were sent to the Site for testing (but not the equipment itself), and components of equipment that were sent to the Site that contained oil or had been in contact with oil when assembled into the equipment (collectively, the "empty" equipment). In those instances, the Allocation Committee has determined that it is appropriate to assign a reduced RU to reflect the decreased contribution to contamination at the Site. Accordingly, empty equipment has been assigned ten percent (10%) of the RU of the full or completely assembled unit.

b. **Uncontaminated Oil.** Oil-containing equipment whose oil contained a non-detectible level of PCBs at the time it arrived at the Site will not bear any responsibility. To meet this criterion, the PCB content of the oil must have been measured using an EPA-approved method with a detection limit of not greater than 2 ppm, with the result showing a non-detectible level of PCBs. A copy of the test result itself, showing the date of analysis, must be submitted; an affidavit will not suffice.

In addition, the oil tested must have been the same oil that was in the unit when it arrived at the Site. If the sample was taken before the piece of equipment came to the Site, the PRP must demonstrate that nothing occurred during the period of time from the date the sample was taken to the date the piece of equipment came to the Site that would have caused or allowed PCBs to contaminate the oil. If the sample was taken after the unit left the Site, the party must show that the oil was not changed or altered while at the Site. This may be done with service or maintenance records, by affidavit, or with other appropriate documents.

Part II - Cost Allocation Formula

A. Written Description

1. Final Allocation Share

The final allocation share of a member will be equal to the amount of the common costs multiplied by the ratio of the member's RU, calculated as described above, to the total RU of all MEWSC members. This assumes that all MEWSC members participate in the settlement of this matter. If not all PRPs are MEWSC members, then the members will have paid more than their fair share. The non-members will be liable for this excess.

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2. Interim Assessments

Interim assessments will be calculated in the same manner as the final allocation share. All payments made by a member for interim assessments will be credited towards the member's final allocation share.

B. Arithmetic Description

C_n	=	Share of Common Costs of the n-th member (\$)
C_{tot}	=	Total Common Costs (less amounts paid by de minimis settlers and by non-members) (\$)
F_n	=	Total funds paid to date by the n-th member (\$)
I_n	=	Interim assessment amount for the n-th member (\$)
I_{tot}	=	Total to be raised in an interim assessment (\$)
N_{in}	=	Number of members (including n-th member) sharing responsibility for the i-th unit of the n-th member
RU_{in}	=	RU of the i-th unit of the n-th member
RU_n	=	Total RU for the n-th member
RU_{tot}	=	Total RU of all members

1. Common Costs

RU_n	=	$\sum_i RU_{in} / N_{in}$
RU_{tot}	=	$\sum_n RU_n$
C_n	=	$(C_{tot} \times (RU_n / RU_{tot})) - F_n$

2. Interim Assessments

I_n	=	$(I_{tot} \times (RU_n / RU_{tot})) - F_n$
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Part III - De Minimis Settlement

A de minimis settlement will be offered by EPA and non-de minimis MEWSC members to those PRPs who have a relatively small RU. An offer will probably not be made until the RI/FS has been completed and accepted by EPA and an agreement made with EPA regarding the terms of a de minimis settlement.

Part IV - Dispute Resolution

Between July 10, 1990, and September 10, 1990, each member may challenge, in writing, any of the equipment on the list of equipment attributed to it. Each member may submit only one challenge, although the challenge may be directed to as many pieces of equipment and may raise as many different arguments as the challenger desires. Members not satisfied with the results of earlier challenges may re-assert such challenges at this stage.

A challenger should send its challenge and all correspondence concerning its challenge to the Allocation Committee's representative:

Al McMahon
Peper, Martin, Jensen, Maichel and Hetlage
720 Olive Street, 24th Floor
St. Louis, Missouri 63101

The following resolution mechanism has been adopted:

1. The challenger shall include with its challenge all documents that it wants the Allocation Committee to review, and must include a short summary of its arguments on a separate page or pages.
2. The Allocation Committee will review all challenges submitted and issue a written decision. The Allocation Committee will send a copy of its decision to the challenger by U.S. mail, postage prepaid, certified return receipt requested.
3. If the challenger is dissatisfied with the decision of the Allocation Committee, it may appeal to a third-party neutral arbitrator under the following procedure:
 - a. Within thirty (30) days of the date that the challenger receives the Allocation Committee's decision, the challenger must notify the Allocation Committee's representative in writing that it is appealing the Allocation Committee's decision.

MEW Site File
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b. Within fifty (50) days of the date that the challenger receives the Allocation Committee's decision, the challenger must file with the Allocation Committee's representative any additional information or documents it wishes the third-party neutral arbitrator to review.

c. It is generally anticipated that most appeals will be handled based on the written submissions alone. The third-party neutral arbitrator may grant or require oral argument on any issue or issues raised, at its discretion.

All time periods described above in subparagraphs (a) and (b) begin to run from the day after the challenger's receipt of the Allocation Committee's decision. To be timely, a challenger's response must be postmarked no later than the end of the respective time period.

The cost of the third-party neutral arbitrator will be shared equally by the challenger and the MEWSC. The decision of the third-party neutral arbitrator will be final and binding on both the challenger and the MEWSC. By participating in this dispute resolution process, the challenger is agreeing that the decision of the third-party neutral arbitrator will be final and binding.

0187E

MEW Site File
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FIGURE A
AVERAGE VOLUME OF OIL CONTAINED
IN TRANSFORMERS OF VARYING SIZES

<u>KVA</u>	<u>ACTUAL VOLUME (gal)</u>
0.00	0.00
1.5	6.01
3	6.74
5	7.94
7.5	8.77
10	10.13
15	11.70
25	17.48
50	32.93
75	50.57
100	57.02
150	116.02
167	97.82
200	146.42
250	136.96
300	175.00
333	165.01
500	195.39
750	368.67
1000	405.38
1500	420.33
2000	763.79

BEST FIT LINEAR SEGMENTS

MEW Site File
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18 May 90

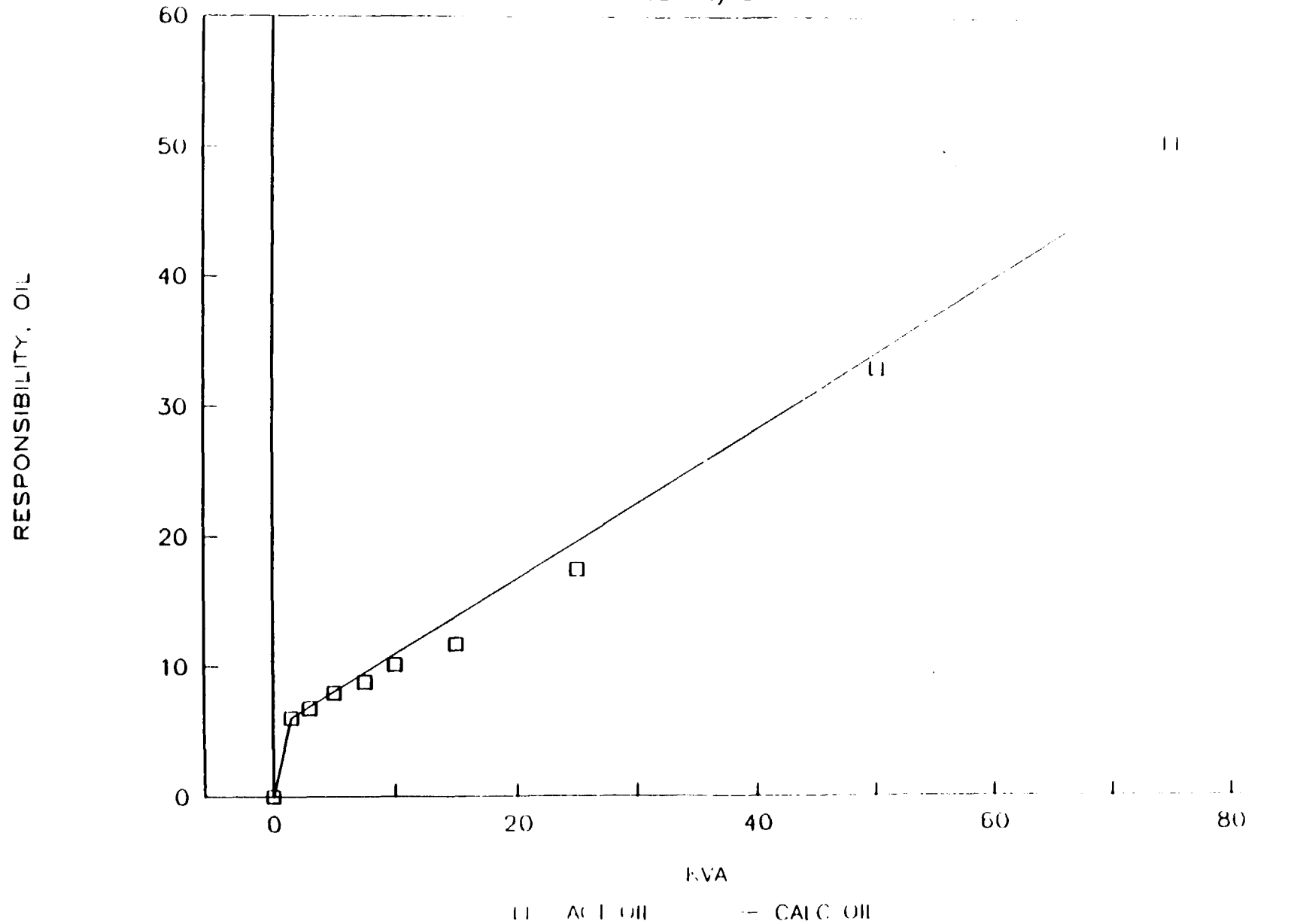


FIGURE B

BEST FIT LINEAR SEGMENTS

18 May 90

MEW Site File
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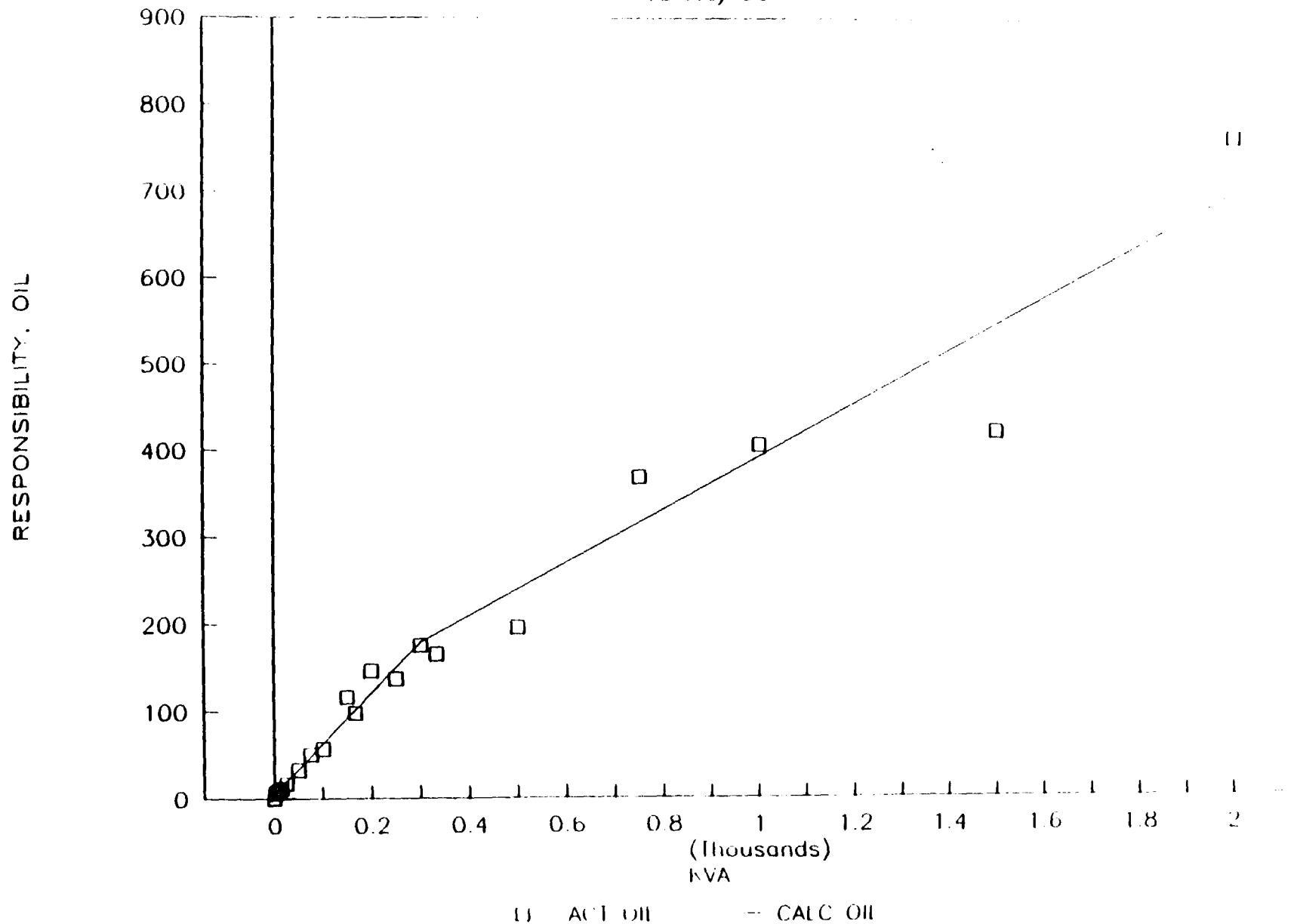


FIGURE C

EXHIBIT E

List of Donors serving on Executive Committee

NAME

=====

FARMERS' ELECTRIC COOPERATIVE, INC.
by Ellen S. Goldman, Esq.
(also represents New-Mac and Barry
Electric Cooperatives)

CITIZENS ELECTRIC CORPORATION
by Todd Decker

EVANSVILLE ELECTRIC & MANUFACTURING CO.
by John G. Mathias, Jr.

SOUTH CENTRAL INDIANA REMC fka MORGAN COUNTY REMC
by Warren D. Krebs, Esq.
(also represents Hancock County REMC and
Menard Electric Cooperative)

MISSISSIPPI LIME CO.
by Herbert H. Herman

SACHS ELECTRIC COMPANY
by Arthur A. Sullivan, Jr.

SIEMENS ENERGY & AUTOMATION, INC. fka REMS
by Nicholas S. Gibson, Esq.

SOUTHERN ILLINOIS ELECTRIC COOPERATIVE
by Richard D. Moss

SWANSON-NUNN ELECTRIC CO., INC.
by David A. Buttrum

UNION ELECTRIC COMPANY
by Thomas E. Siedhoff

WAYNE WHITE COUNTIES ELECTRIC COOPERATIVE
by Dale Warren or Warren D. Krebs, Esq.

**TRUST INSTITUTIONAL SERVICES
ENVIRONMENTAL TRUSTS
FEE SCHEDULE**

Objective

Mercantile serves as Trustee through a consent decree providing experienced and professional third party administration. Our service is designed to provide participatory administration with the maintenance of comprehensive legal records.

Features

- Personalized client servicing, including the assignment of an administrative officer experienced in environmental trusts.
- Cash flow projections.
- Site visitation.
- Customized accounting format for funding and disbursement activity provided on a monthly basis.
- Investment of cash to maximize yields and reduce costs to participating parties.
- Timely reporting.

Mercantile also serves as Trustee on Standby Trust Agreements. For a more complete discussion of features and benefits, please contact a Mercantile Representative at (314) 425-2629.

Cost

Check Charge:	\$10 per check	(no charge for first 5 checks each month)
Administration:	\$75 per hour	
Cash Management Charge:	\$1 per thousand of market value of assets	
Base Annual Fee:	\$1,000	

Additional costs would be assessed for use of outside environmental counsel when necessary.

Effective Oct. 1, 1990

Institutional Trust Division

Mercantile Bank of St. Louis N.A.
Mercantile Tower Tram 16-2
P.O. Box 387
St. Louis, MO 63166
(314) 425-2613

Member FDIC

MEW Site File
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F82-524 (10/90)

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Freeman United Coal Mining Co. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Walter A. Gregory

Name (print): Walter A. Gregory

Title (print): President

Date: Oct. 13, 1993

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Steven M. Bishoff

Address: P.O. Box 100
West Frankfort, Illinois 62896

Telephone: (618) 932-2164 Ext. 257

Fax: (618) 937-3493

MEW Site File
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SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

IMCERA GROUP INC. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

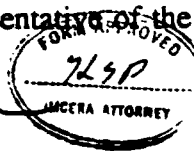
I certify that I am the duly authorized representative of the above-mentioned party.

Signed: _____

Name (print): DOUGLAS K. LARSEN

Title (print): V.P., ENVIRONMENT & SAFETY

Date: SEPTEMBER 9, 1992



Name and address of person to whom notices under the Trust Agreement should be sent:

Name: HOWARD F. POST, Esq.

Address: IMCERA GROUP INC.
2315 SANDERS ROAD
NORTHBROOK,
ILLINOIS 60062

Telephone: (708) 205-2122

Fax: 205-2234

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

The City of Cabool has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Michael K. MacPherson

Name (print): Michael K. MacPherson

Title (print): Cabool City Administrator

Date: September 17, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: City of Cabool

Address: Attn: Michael K. MacPherson

P.O. Box 537

Cabool, MO. 65689

Telephone: (417) 962-3136

Fax: (417) 962-3136

MEW Site File
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SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Vernon Bagwell has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: x *Vernon D. Bagwell*

Name (print): VERNON D. BAGWELL

Title (print): _____

Date: August 11, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Matthew D. Richardson, Esq.

Address: P.O. Box 310
Poplar Bluff, MO 63901-0310

Telephone: (314) 785-4606

Fax: (314) 785-8858

MEW Site File
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SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Toastmaster Inc. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Linda G. Arnold

Name (print): Linda G. Arnold

Title (print): Secretary

Date: June 17, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Larry J. Clark

Address: Toastmaster Inc.
1801 N. Stadium Blvd.
Columbia, MO 65202

Telephone: 314-445-8666 or 314- 876-0647

Fax: 314-876-0646

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

MISSOURI ELECTRIC has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Tom Frommsdorf

Name (print): TOM FROMMSDOFF

Title (print): PRESIDENT

Date: 7.23.92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: TOM FROMMSDOFF

Address: P O Box 556
CAPL GIRARDESU, MO
63701

Telephone: 314.335.2567

Fax: 314.335.3726

MEW Site File
Break11_02693

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Siemens Energy & Automation, Inc. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): Kenneth H. Dekroeger

Title (print): Treasurer & Financial Controller

Date: July 23, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Nicholas S. Gibson, Esq.

Address: Siemens Corporation
P. O. Box 89000
Atlanta, GA 30356-9000
(Street Address:
3333 State Bridge Road
Alpharetta, GA 30202)

Telephone: 404/751-2420

Fax: 404/740-2594

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

E. I. du Pont de Nemours and Co. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: W. J. Lawrence

Name (print): William J. Lawrence

Title (print): Business Programs Manager

Date: 7/27/92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Charles J. Hunter

Address: Du Pont Company
Legal - D-7154
1007 Market Street
Wilmington, DE 19898

Telephone: (302) 774-3505

Fax: (302) 774-1189

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Mississippi Lime Company has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: M. Matthews Jenks

Name (print): M. Matthews Jenks

Title (print): President

Date: 7/17/92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Herbert H. Herman

Address: Mississippi Lime Co
P.O. Box 31
Ste. Genevieve, MO 63670

Telephone: 314-883-5731

Fax: 314-883-2329

MEW Site File
Break11_02696

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Evansville Electric & Mfg. Co. Inc. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: John G. Mathias Jr

Name (print): John G. Mathias, Jr

Title (print): President

Date: June 17, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: John G. Mathias, Jr

Address: 600 W. Eichel Ave.

PO Box 4717

Evansville IN 47724

Telephone: 812-426-2224

Fax: 812-421-4159

MEW Site File
Break1_02697

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Florida Power Corporation has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): Richard W. Neiser

Title (print): Senior Vice President

Date: June 25, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Charles F. Reischmann

Address: P. O. Box 14042
St. Petersburg, FL 33733

Telephone: (813) 866-5787

Fax: (813) 866-4931

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Costain Coal Inc.
f/k/a Pyro Mining Company has agreed to contribute funds to the Trust
Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms
of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: P. Ron Siler

Name (print): P. Ron Siler

Title (print): Vice President

Date: April 9, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Vanessa M. Berge, Esq.

Address: Wyatt, Tarrant & Combs
Lexington Financial Center
Lexington, KY 40507

Telephone: (606) 233-2012

Fax: (606) 259-0649

MEW Site File
Break11_02699

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

New England Power Service Co. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Robert D. Keller

Name (print): Andrew H. Aitken

Title (print): Vice President, Director of Environmental Affairs

Date: May 18, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Craig E. R. Jakubowics, Esq.

Address: New England Power Service Company
25 Research Drive
Westborough, MA 01582

Telephone: (508) 366-9011 ext. 2973

Fax: (508) 898-2665

NEW Site File
Break11_02700

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

City of Fredericktown has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): Don S. Maddux

Title (print): City Administrator

Date: April 28, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Robert D. Smith

Address: 120 West Main Street

P O Box 549

Fredericktown, MO 63645

Telephone: (314) 783-3475

Fax: (314) 783-5152

MEW Site File
Break11_02701

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Wayne County RENC has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Roland W. Jellison

Name (print): ROLAND W. JELLISON

Title (print): GENERAL MANAGER

Date: APRIL 30, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Roland W. Jellison

Address: PO Box 638
1450 N.W. 5th St.
Richmond, Indiana 47374

Telephone: 317 962 7521


Fax: 317 962 5126

MEW Site File
Break11_02702

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

MISSOURI ELECTRIC WORKS, INC. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): ARTHUR SULLIVAN JR.

Title (print): VP

Date: 3-13-12

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: ARTHUR SULLIVAN JR.

Address: MISSOURI ELECTRIC COMPANY
10350 TUSTUS 105T 10317
HESTERFIELD MO 63017

Telephone: (314) 532-2000

Fax: (314) 532-7344

MEW Site File
Break11_02703

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Citizens Electric Corporation has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: _____

Name (print): Robert G. Smith

Title (print): General Manager

Date: 3/31/92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Todd Decker

Address: 150 Merchant Street / P.O. Box 311

Ste. Genevieve, Missouri 63670

Telephone: 314/883-3511

Fax: 314/883-3381

MEW Site File
Break11_02704

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

THE BOARD OF MUNICIPAL UTILITIES has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): E. R. INMAN

Title (print): DIRECTOR OF UTILITIES

Date: APRIL 14, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: _____

Address: _____

Telephone: _____

Fax: _____

MEW Site File
Break11_02705

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

The Pittsburg & Midway Coal Mining Co. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: MD Keller / gms

Name (print): Mark D. Keller

Title (print): Mgr. Superfund and Waste Management

Date: March 31, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Mr. Robert W. Butler

Address: Chevron Corporation
P.O. Box 7924
San Francisco, CA 94120-7924

Telephone: 415-894-6706

Fax: 415-894-2618

MEW Site File
Break11_02706

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Chevron Chemical Company has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Mark D. Keller / gnd

Name (print): Mark D. Keller

Title (print): Mgr, Superfund and Waste Management

Date: March 31, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Mr. Robert W. Butler

Address: Chevron Corporation
P.O. Box 7924
San Francisco, CA 94120-7924

Telephone: 415-894-6706

Fax: 415-894-2618

MEW Site File
Break11_02707

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

MENARD ELECTRIC COOPERATIVE has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Warren D. Goetsch

Name (print): Warren D. Goetsch

Title (print): President

Date: March 24, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Dorland W. Smith
General Manager

Address: 122 South 6th Street
P O Box 200
Petersburg IL 62675

Telephone: 217/632-7746

Fax: 217/632-2578

MEW Site File
Break11_02708

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Union Electric Company has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Jerrel D. Smith

Name (print): Jerrel D. Smith

Title (print): Vice President-Environmental & Safety

Date: April 8, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Thomas E. Siedhoff

Address: Union Electric Company
1901 Chouteau Avenue
P. O. Box 149
Mail Code 602
St. Louis, MO 63166

Telephone: 314-554-2637

Fax: 314-554-4182

MEW Site File
Break11_02709

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Central Illinois Public Service Company

Successor Company of:

Illinois Electric & Gas Company (ID 1062) has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: G. W. Moorman

Name (print): G. W. Moorman

Title (print): Vice President-Power Supply

Date: April 1, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Mark S. Cochran

Address: Central Illinois Public Service Company

607 East Adams Street

Springfield, Illinois 62739

Telephone: (217) 525-5367

Fax: (217) 525-5825

MEW Site File
Break11_02710

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

St Joe Minerals Corp. has
agreed to contribute funds to the Trust Fund as a Donor pursuant
to the Missouri Electric Works, Inc. Site Trust Agreement, the
terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of
the above-mentioned party.

Signed: _____

Name (print): P. Joseph Trimble

Title (print): Senior Vice President

Date: February 18, 1992

Name and address of person to whom notices under the Trust
Agreement should be sent:

Name: Jennifer G. Tolson

Address: 3333 Michelson Drive

Irvine, CA 92730

MEW Site File
Break11_02711

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Southern Illinois Electric Coop has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Milo F. Thurston

Name (print): Milo F. Thurston

Title (print): President

Date: March 30, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Larry Lovell

Address: Southern Illinois Electric Cooperative

U.S. Highway 51 North

P. O. Box 100

Dongola, IL 62926

Telephone: 618/827-3555

Fax: 618/827-3585

MEW Site File
Break11_02712

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Citizens Utilities Company has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): James P. Avery

Title (print): Vice President, Electric

Date: April 1, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Michael D. Mount, Project Engineer

Address: Citizens Utilities Company

High Ridge Park

P.O. Box 3801

Stamford, CT 06905

Telephone: (203) 329-8800

Fax: (203) 322-7186

MEW Site File
Break11_02713

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Hancock County REMC -
Greenfield, Indiana _____ has agreed to contribute funds to the Trust
Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms
of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Gene Ruesch

Name (print): Gene Ruesch

Title (print): General Manager

Date: May 21, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Warren D. Krebs, Esq.

Address: PARR, RICHEY, OBREMSKEY & MORTON
1600 Market Tower
Ten West Market Street
Indianapolis, IN 46204-2970

Telephone: (317) 269-2500

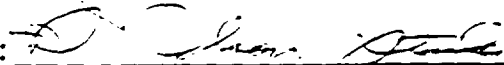
Fax: (317) 269-2514

MEW Site File
Break11_02714

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

South Central Indiana REMC _____ has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): R. Nelson Stader

Title (print): President

Date: March 28, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Kevin D. Sump

Address: South Central Indiana REMC
300 Morton Avenue
Martinsville, Indiana 46151

Telephone: 317/342-3344

Fax: 317/342-1335

MEW Site File
Break11_02715

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Marathon Oil Company has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: R. K. McCord

Name (print): R. K. McCord

Title (print): Vice President,
Refining Division

Date: March 26, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: R. L. Andes

Address: Marathon Oil Company
Room 816-M
539 South Main Street
Findlay, OH 45840

Telephone: (419) 421-4125

Fax: (419) 421-3578

MEW Site File
Break11_02716

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

M.J.M. ELECTRIC COOPERATIVE, INC. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Eldon E. Moore

Name (print): Eldon E. Moore

Title (print): Board President

Date: March 26, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Dennis A. Keiser, General Manager

Address: M.J.M. ELECTRIC COOPERATIVE, INC.
264 North East Street
P. O. Box 80
Carlinville, IL 62626

Telephone: (217) 854-3137

Fax: (217) 854-3918

MEW Site File
Break11_02717

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

THE BOC GROUP, INC. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Angelo N. Tarallo

Name (print): Angelo N. Tarallo

Title (print): Senior Vice President

Date: March 24, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Patricia E. Fleming

Address: The BOC Group, Inc.

575 Mountain Avenue

Murray Hill, NJ 07974

Telephone: (908) 771-4730

Fax: (908) 771-4775

MEW Site File
Break11_02718

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Wayne White Elec Coop has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Dale Warren

Name (print): DALE WARREN

Title (print): General Manager

Date: 5-23-92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Dale Warren

Address: Wayne White Elec Coop
P.O. Drawer #
Charfield, Mo. 64607

Telephone: 618/842-2196

Fax: 618/842-4407

MEW Site File
Break11_02719

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Swanson-Nunn Electric Company has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): David A. Buttrum

Title (print): Vice President

Date: March 19, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: David A. Buttrum

Address: 400 S. E. 8th Street

P. O. Box 508

Evansville, IN 47703

Telephone: 812-464-3715

Fax: 812-464-3773

MEW Site File
Break11_02720

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Dominant Union Elect has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: James E. Scott

Name (print): James E. Scott

Title (print): MANAGER

Date: 3-18-92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: James E. Scott

Address: P.O. Box 657
Hayti, MO. 63857

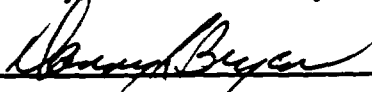
Telephone: 314-757-6641

Fax: 314-757-6656

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Farmers' Electric Cooperative, Inc. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): Danny R. Bryan

Title (print): General Manager

Date: 3/19/92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Ellen Goldman

Address: Stinson, Mag & Fizzell

P O Box 419251

Kansas City, MO 64141-6251

Telephone: 816-842-8600

Fax: 816-691-3495

MEW Site File
Break11_02722

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Barry Electric Cooperative has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Earle W. Shiveley

Name (print): Earle W. Shiveley

Title (print): Manager

Date: 3-18-92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Ms. Ellen S. Goldman

Address: Stinson, Mag & Fizzell

P.O. Box 419251

Kansas City, MO 64141

Telephone: (816) 691-3124

Fax: (816) 691-3495

MEW Site File
Break11_02723

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

RALSTON PURINA COMPANY has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): JAMES M. NEVILLE

Title (print): VICE-PRESIDENT, GENERAL COUNSEL
AND SECRETARY

Date: MARCH 17, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: LISA FINDERBURG

Address: RALSTON PURINA COMPANY
CHECKERBOARD SQUARE - 9T
ST. LOUIS, MO 63164

Telephone: 314-982-2801

Fax: 314-982-1603

MEW Site File
Break11_02724

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Richards Electric Motor Co. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Dennis G. Bergman

Name (print): Dennis G. Bergman

Title (print): President

Date: 3-16-92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Dennis G. Bergman

Address: 426 State
Quincy, IL. 62301

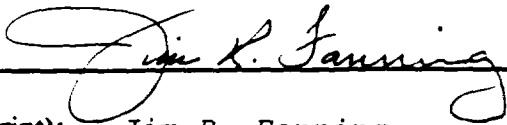
Telephone: 217-222-7154

Fax: 217-222-7018

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

Barton County Electric Coop. Inc. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): Jim R. Fanning
Executive Vice President

Title (print): and General Manager

Date: March 16, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Jim R. Fanning

Address: Barton County Electric Coop. Inc.
PO Box 398
Lamar MO 64759

Telephone: 417-682-5634

Fax: 417-682-5276

MEW Site File
Break11_02726

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

City of Jackson, Missouri has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: Carl L. Talley

Name (print): Carl L. Talley

Title (print): City Administrator

Date: 5-11-92

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: City of Jackson % Carl Talley City Adm.

Address: 225 South High
Jackson Mo. 62255

Telephone: (314) 243-3568

Fax: (314) 243-4588

MEW Site File
Break11_02727

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

New-Mac Electric Cooperative, Inc. has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: William J. Chabot

Name (print): William J. CHABOT

Title (print): Manager

Date: March 16, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Ellen S. Goldman, ESQ.

Address: Stinson, Mag & Fizzell
1201 Walnut Street
P. O. Box 419251
Kansas City, Missouri 64141-6251

Telephone: 816-691-3124

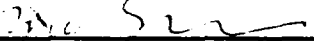
Fax: 816-691-3495

MEW Site File
Break11_02728

SIGNATURE PAGE TO THE
MISSOURI ELECTRIC WORKS, INC. SITE TRUST AGREEMENT

KAISER ALUMINUM & CHEMICAL CORPORATION has agreed to contribute funds to the Trust Fund as a Donor pursuant to the Missouri Electric Works, Inc. Site Trust Agreement, the terms of which are consented to and agreed to by the undersigned.

I certify that I am the duly authorized representative of the above-mentioned party.

Signed: 

Name (print): J. A. Bonn

Title (print): Vice President

Date: August 17, 1992

Name and address of person to whom notices under the Trust Agreement should be sent:

Name: Charles B. Brown

Address: Kaiser Aluminum & Chemical Corporation

300 Lakeside Drive, Room 2020

Oakland, California 94643

Telephone: (510) 271-5603

Fax: (510) 271-5610

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